

CHINA

With which is incorporated The "Hongkong Evening Mail and Shipping List."

Established February, 1845.

MAIL.



HONGKONG, TUESDAY, JULY 17, 1877.

日七月初六年丑丁

PRICE, \$24 PER ANNUM.

VOL. XXXIII. No. 4381. 號七十一年七月七日八千一百一十五

AGENTS FOR THE CHINA MAIL.

LONDON.—F. ALGAE, 8, Clement's Lane, Lombard Street; G. GEORGE STREET, 30, Cornhill; GORDON & GOTCH, Ludgate Circus, E. C.; BATES, HENRY & CO., 4, Old Jewry; E. C. SAMUEL DEACON & CO., 160 & 164, Leadenhall Street.

NEW YORK.—ANDREW WIND, 138, Nassau Street.

AUSTRALIA, TASMANIA, AND NEW ZEALAND.—GORDON & GOTCH, Melbourne and Sydney.

SAN FRANCISCO and American Ports generally.—BRAUN & BLACK, San Francisco.

CHINA.—Swatow, Quinchao & Campbell, Amoy, Wilson, Nicholson & Co., Foochow, Hedge & Co., Shanghai, Lane, Crawford & Co., and Kelly & Walsh, Manila, C. Hinckley & Co., Macao, L. A. da Graca.

Banks.

HONGKONG & SHANGHAI BANKING CORPORATION.

PAID-UP CAPITAL, \$5,000,000 Dollars.

RESERVE FUND, \$500,000 Dollars.

COURT OF DIRECTORS.

Chairman—H. HOFFMUS, Esq.
Deputy Chairman—F. D. SASOON, Esq.
E. R. BENILIO, Esq.
W. H. FORBES, Esq.
Hon. W. KEEWICHE, Esq.
A. MOLYNE, Esq.

CHIEF MANAGER.
Hongkong.—THOMAS JACKSON, Esq.
Manager.

Shanghai.—EWAN CAMERON, Esq.
LONDON BANKERS.—London and County Bank.

HONGKONG.

INTEREST ALLOWED

ON Current Deposit Accounts at the rate of 1 per cent. per annum on the daily balance.

On Fixed Deposits:—

For 3 months, 2 per cent. per annum.

" 6 " 4 per cent. "

" 12 " 5 per cent. "

LOCAL BILLS DISCOUNTED.

Credits granted on approved Securities, and every description of Banking and Exchange business transacted.

Draft, granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

T. JACKSON,

Chief Manager.

Office of the Corporation,
No. 1, Queen's Road East.

Hongkong, March 29, 1876.

CHARTERED BANK OF INDIA,
AUSTRALIA & CHINA.

CAPITAL, \$200,000.

RESERVE FUND, £110,000.

BANKERS.

THE BANK OF ENGLAND.

THE CITY BANK.

THE NATIONAL BANK OF SCOTLAND.

THE BANK'S BRANCH IN HONG-KONG grants Drafts on London and the East; buys and receives for collection Bills of Exchange; and conducts all kinds of Banking and Exchange Business.

Local Bills discounted, and Interest allowed on Current Accounts and on Deposits for fixed periods on terms which may be ascertained on application.

For Sale.

AERATED WATERS, IN CODD'S PATENT GLASS STOP- PERED BOTTLES.

FROM the 1st July, the Price of all kinds of AERATED WATERS will be only

FOURTY CENTS Per Dozen.

SARSAPARILLA WATER,
75 Cents per Dozen.

ED. CHASTEL,
2, Wyndham Street, opposite the

HONGKONG CLUB.

Hongkong, June 30, 1877.

FOR SALE.

CUTLER, PALMER & CO.'S Celebrated

Brands of WINES and SPIRITS.

Apply to

SIRMSSEN & CO.

Hongkong, June 22, 1877.

NOW READY.

A CHINESE DICTIONARY IN THE CANTONESE DIALECT, Part I., A to K., with Introduction, Royal 8vo, pp. 202.—By ERNST JOHN EITZEL, Ph.D.

Tübingen.

Price: Two DOLLARS AND A HALF.

To be had from Messrs LANE, CRAWFORD & CO., Hongkong and Shanghai and Messrs KEW & WALSH, Shanghai.

Hongkong, February 6, 1877.

Auctions.

PUBLIC AUCTION.

LANE, CRAWFORD & CO. have received instructions to sell by Public Auction, (if not previously disposed of by Private Sale), on

SATURDAY,

the 21st July, 1877, at Noon,—

THE WOOD PADDLE STEAMER

"MINNA,"

as she now lies at East Point, opposite

Messrs JARDINE, MATHESON & CO.

Built 1873, Length 63 feet Beam

9 feet, Mean Draft of Water 2½ feet,

Fitted with two High Pressure Geared

Engines of 8 H. P. Nominal, Cylinders

6 inches diameter, Stroke 10 inches, and

Cross-Tubed Boiler, adapted to Burn

Coal or Wood; Boiler, Engines, and

Hull, in good order.

TERMS of SALE.—Cash before delivery

in Mexican Dollars weighed at 7.17.

The Lot with all faults and errors of

description to be at purchasers' risk on

the fall of the hammer.

For further Particulars, apply to

LANE, CRAWFORD & CO.,

Hongkong, July 16, 1877.

jy21

PUBLIC AUCTION.

THE Undersigned has received instructions from Mr J. McDONALD, to sell by Public Auction, on

TUESDAY,

the 24th day of July, 1877, at 11 o'clock a.m., at the West Point Patent Slip,

The whole of the STOCK-IN-TRADE, comprising:—

1 Large Self-acting Circular Saw, with Planing Machine attached; Macdonald & CO., makers.

1 General Joiner, with Tools; Macdonald & CO., makers.

1 Saw Sharpener.

1 Shaving and Pulleys.

1 Treemill Turning Machine.

Hydraulic Pump. Jack Screws.

1 Diving Dress.

Rubber and Rubber Belting.

Felt. Bellows. Drills.

Assorted Iron (Govan Best).

Steel. Copper Plates. Yellow Metal Rods. Tubes. Taps and Dies. Anvils.

Assorted Chains. Blacksmiths' Tools.

Moulding Sand.

3 Crab Winches.

&c. &c. &c.

TERMS of SALE.—Cash before delivery

in Mexican Dollars weighed at 7.17.

All Lots, with all faults and errors of

description, at purchaser's risk on the fall

of the hammer.

J. M. ARMSTRONG,

Auctioneer.

Hongkong, July 11, 1877.

jy24

PUBLIC AUCTION.

THE Undersigned has received instructions from W. H. MOSSOP, Esq., Marshal of the Vice-Admiralty Court of Hongkong, to sell by Public Auction, on

THURSDAY,

the 26th day of July, 1877, at 11 o'clock a.m., at the Sales Rooms of the Under-signed,—

The American Barkentine

"ROSINA,"

of 406 Tons Register or thereabouts,

as she now lies in the Harbour of Hong-

kong, with Two Suits of Working

SAILS. One Suit NEW SAILS

1,500 superficial feet LUMBER, PRO-

VISIONS, CHAINS, ANCHORS,

BOATS, and all her Appurtenances.

The Vessel was Remasted and Re-

paired in New York, in December, 1874,

and there classed "A1," for Four Years

in American Lloyd's. She was again Re-

masted and Repaired at MIAMI, in No-

vember, 1876, at a Cost of about

£1,000 and supplied with the New Suit

of Sails referred to at a Cost of £200,

and was then certified, as being fit

to Carry Dry and Perishable Cargo to

any part of the World. She Carries

350 tons of Coals or 800 tons of

Cargo of 40 cubic feet. She is a fast

Sailing Vessel, and is in Complete Order

for Sea on the shortest notice.

She has Four BOW PORTS, two in the Lower Hold 32 x 32

inches, and two in the "Tw'een Decks

40 x 28 inches.

For further Particulars and Inventory,

apply to the Undersigned.

TERMS of SALE.—Cash on the fall of

the hammer in Mexican Dollars weighed

at 7.17.

The Vessel to be at purchaser's risk

on the fall of the hammer.

J. M. ARMSTRONG,

Government Auctioneer.

Hongkong, July 18, 1877.

jy21

Insurances.

THE NORTH-CHINA INSURANCE CO.

SUBSCRIBED CAPITAL—Tails Two Million, in 1,000 shares of Tails 2,000 each.

PAID UP CAPITAL—Tails

Intimations.

W. BALL,
CHINA DISPENSARY.IMPORTER OF DRUGS, CHEMICALS,
DRUGGISTS' SUNDRIES, TOILET
REQUISITES, PATENT MEDICINES AND PERFUMES.Prescriptions Dispensed with Carefulness,
and Prompt Attention.PRAYA WEST, HONGKONG,
Near the Canton Steamer's Wharf.
Hongkong, July 13, 1877.AFONG,
PHOTOGRAPHER,
by appointment, to
H. E. SIR ARTHUR KENNEDY,
GOVERNOR OF HONGKONG;and to
H. L. H. THE GRAND DUKE ALEXIS
OF RUSSIA,
Wyndham Street, formerly ATHLETIC CLUB,HAS on hand the Largest and Best
collection of Views of China, Photographic Albums, Frames, Cases, &c., of
assorted sizes. Ex S. S. "Radnorshire" a
supply of very handsome East Albums of
Russia and Velvet Covers, assorted sizes.
Illuminated Albums for Portraits, Tobacco
Pouches, in Shape of Skulls, Rats, &c.,
and a nice choice of Gilt Mountings for
Frames, &c.

Hongkong, March 28, 1877.

NOTICE.

MRS. G. B. FALCONER, Widow and
Administratrix of the late G. B.
FALCONER (sole and only Partner of the
Firm of GEORGE FALCONER & CO., Watch
Manufacturers, Jewellers, &c., &c., Hong-
kong), and Mr. MATTHEW FALCONER,
Brother of the Deceased, beg respectfully
to intimate that they have agreed to CON-
TINUE the BUSINESS so long carried on
by the late Mr. FALCONER.In making this announcement, they have
pleasure in stating that they have made
such arrangements that the efficiency and
high reputation formerly enjoyed by the
Firm, will be maintained in its entirety in
all its branches.The Stock, as hitherto, will consist of
EVERY ARTICLE of the BEST QUALITY and
WORKMANSHIP, and they hope to be favour-
ed with a continuance of that patronage
which was so liberally extended to the late
Mr. FALCONER, and, in soliciting such, no
efforts will be wanting to inspire that con-
fidence on the part of their Customers
which was so marked a feature in the
Business as formerly conducted.The Business will be carried on in the old
Premises under the same Name and Style
as hitherto, viz.,GEORGE FALCONER & CO.,
Hongkong, July 2, 1877.

Not Responsible for Debts.

Neither the Captain, the Agents, nor
Owners will be Responsible for any
Debt contracted by the Officers or Crew
of the following Vessels, during their stay
in Hongkong Harbour:—MARCHLESS, American ship, Capt. John
C. DAWES.—Douglas Lapraik & Co.LEADING WIND, American ship, Captain
F. M. Hinckley.—Meyer & Co.LOUISA, German 3-m. schooner, Captain
H. Schierloh.—E. Schellhass & Co.JALO, Russian ship, Capt. C. F. Mohr.
—Order.ANNIE S. HALL, American 3-m. schooner,
Captain C. H. Nelson.—Douglas Lapraik
& Co.ENID, British bark, Captain Braithwaite.
—Arnold, Karberg & Co.ALPHINGTON, British barque, Captain G.
Cunningham.—Wieler & Co.

Notices to Consignees.

BRITISH BARK ENID, FROM
LONDON.CONSIGNNEES of Cargo by the above-
named Vessel are hereby requested to send
in their Bills of Lading to the Undersigned
for countersignature, and to take immediate
delivery of their Goods.Cargo impeding the discharge of the
Vessel will be landed and stored at Con-
signees' risk and expense.ARNEHOLD, KARBERG & CO.,
Agents.

Hongkong, July 7, 1877.

COMPAGNIE DES MESSAGERIES
MARITIMES.

NOTICE TO CONSIGNNEES.

CONSIGNNEES of the following Cargo
are requested to send in their Bills of
Lading to the Undersigned for counter-
signature, and take immediate delivery.
This Cargo has been landed and stored at
their risk and expense.

No Fire Insurance has been effected.

H. B. POUZY,
Agent.

By "Pouzy."

J. G. No. 1, Lane Books, { from Marcellin.
Remedies & Co., }C. F. G. No. 20, 1 case { do. do.
Samples, Order, } do. do.C. G. M. (in triangle) 50 bags { from Galle.
Y. B. Ginger, Order, } do. do.

A. H. 1/2 hale Cotton, Order, do. do.

N. (in diamond) 11 bales { from Salagon.
Sundries, Son Ly, }

K. Y. 6 pks. Sundries, do. do.

P. T. 16 pks. Medicine, do. do.

H. T. 1/2 T. Medicine, do. do.

Hongkong, July 18, 1877.

Notices to Consignees

NOTICE TO CONSIGNNEES.
P. & O. S. N. CO.'S S. S. NEPUYL AND
MIRZAPORE.CONSIGNNEES of Cargo by the above-
named Vessel, from London, Bombay
and Intermediate Ports, and in connection
with the Steamer HYDASPE from Cal-
cutta, are hereby notified that their Goods
are being landed and stored at their risk in
the Company's Godowns, at West Point,
whence delivery can be obtained from this
date.Goods not delivered by the 19th July
will be subject to rent.ADAM LIND,
Superintendent.
Hongkong, July 13, 1877.

To-day's Advertisements.

BRITISH BARK MARS, FROM
KURRACHEE.CONSIGNNEES of Cargo by the above-
named Vessel are hereby requested to send
in their Bills of Lading to the Undersigned
for countersignature, and to take immediate
delivery of their Goods.Cargo impeding the discharge of the
Vessel will be landed and stored at Con-
signees' risk and expense.GIBE, LIVINGSTON & CO.,
Agents.
Hongkong, July 17, 1877.

FROM BOMBAY AND SINGAPORE.

THE S. S. KING RICHARD, having arrived
from the above Ports, Consignees of
Cargo by her are requested to send in their
Bills of Lading to the Undersigned for
countersignature, and to take immediate
delivery of their Goods.Cargo impeding her discharge will be at
once landed and stored at Consignees' risk
and expense.Consignees of Opium are requested to
take delivery from the Boats alongside the
Ice House Street Wharf, otherwise the
Drug will be stored by the Undersigned at
Consignees' risk, unprotected by Fire In-
surance.DAVID SASOON, SONS & CO.,
Agents.
Hongkong, July 17, 1877.Occidental & Oriental Steam-
ship Company.TAKING THROUGH CARGO AND
PASSENGERS FOR THE UNITED
STATES AND EUROPE,
IN CONNECTION WITH THE
CENTRALand
UNION PACIFIC AND CONNECTING
RAILROAD COMPANIES
AND
ATLANTIC STEAMERS.THE S. S. "OCEANIC" will be de-
patched for San Francisco via Yoko-
hama, on TUESDAY, the 7th August, at
3 p.m., taking Cargo and Passengers for
the United States and Europe.Connection is made at Yokohama, with
Steamers from Shanghai, withFreight will be received on Board until
4 p.m. of the 6th Proximo. PARCEL
PACKAGES will be received at the Office
until 5 p.m. same day: all Parcel Packages
should be marked to address in full; value
of same is required.Return Passage Tickets available for 6
months are issued at a reduction of 20 per
cent. on regular rate.For further information as to Freight
or Passage, apply to the Agency of the
Company, No. 37, Queen's Road Central.
G. B. EMORY, Agent.
Hongkong, July 17, 1877.

SHIPPING.

ARRIVALS.

July 16, 8 p.m., Starlight, Siamese brig,
339, R. Wachtelbrenner, Bangkok July 3,
Rice.—CHINESE.July 16, 8.30 p.m., Young Siam, Siamese
ship, 701, Th. Beneetean, Bangkok July 3,
Rice.—KIN TEE LOONG.July 16, 9 p.m., Norwesman, Siamese ship,
711, H. Larke, Bangkok July 4, General.—
CHINESE.July 17, F. H. Drews, German barque,
628, W. Vorsatz, Cardiff April 4, Coal.—
ORDER.July 17, Thengwalla, Danish steamer,
1877, H. P. Molson, Saigon July 13, Rice.—
LANDSTEIN & CO.July 17, Springfield, American ship, 1043,
Geo. H. Pearl, Cardiff March 26, Coal.—
P. & O. S. N. CO.July 17, Tintern Abbey, British steamer,
766, Tindale, Bangkok July 9, Rice and
General.—SIEMSEN & CO.July 17, Victoria, British barque, 673,
W. D. Trimble, Swansea March 19, Coal.—
G. L. LINSEAD.July 17, Fuyew, Chinese steamer, from
Canton.July 17, Zamboanga, Spanish steamer,
801, Aranguran, Cooktown June 28, and
Manila July 14, General.—ORDER.July 17, H. M. S. Magpie, 774, Herib.
G. Garbett, Canton July 17.

DEPARTURES.

July 16, Bonita (Gen. coh.), for Haiphong
17, Chinamen, for Bangkok.

17, H. M. S. Curlew, for Manila.

17, Belated Will, for Shanghai.

17, Roderick Hay, for Tientsin.

17, Ningpo, for Shanghai.

17, Gorgie, for Yokohama and Sase-

DEPARTURES.

July 17, Patroclus, for Shanghai.

17, Penrh, for Manila.

17, Evening Star, for Lachikowers
(Cochin-Ulna).

CLEARED.

Foochow, for Swatow and Amoy.

Morro Castle, for Nagasaki.

Fuyew, for Shanghai.

Coringa, for Nagasaki.

Car, for Whampoa.

Yangtze, for Canton.

Douglas, for Coast Ports.

PASSENGERS.

ARRIVED.

Per Thengwalla, from Saigon, Mr. Muñoz,
and 70 Chinese.Per Starlight, from Bangkok, Capt.
Colberg.Per Young Slave, from Bangkok, 10 Chi-
nese.Per Glamorganshire, from Bangkok, 4
Chinese.Per King Richard, from Singapore, 33
Chinese.

DEPARTED.

Per Gaelic, for Yokohama, 2 Chinese.

For San Francisco, Maj. Col. L. F. Hall,
1,200 Europeans, and 855 Chinese.Per Patroclus, for Shanghai, Mr. S.
Rangel, and 20 Chinese.

Per Bonita, for Haiphong, 10 Chinese.

Per Ningpo, for Shanghai, 70 Chinese.

Per Evening Star, for Lachikowers, 6
Chinese.

TO DEPART.

Per Gaelic, for Yokohama, 2 Chinese.

For Fuyew, for Shanghai, 40 Chinese.

Per Coringa, for Nagasaki, 2 Chinese.

Per Douglas, for Coast Ports, 150 Chi-
nese.

SHIPPING REPORTS.

The Siamese brig Starlight reports: Left
Bangkok the 3rd of July, and had fine
weather and light winds throughout.The Siamese ship Young Slave reports:
Pleasant weather throughout till in the
vicinity of Hongkong, then squally and
rainy to arrival.The Siamese ship Norseman reports:
Light winds and fine weather throughout.The American ship Springfield reports:
Light steady breeze up the China seas.

Passed Amoy June 29th.

The British steamer Tintern Abbey re-
ports: Fine weather throughout the
passage.The British barque Glamorganshire re-
ports: Fine weather throughout with occa-
sional squalls.The British barque Merse reports: On
the 4th July, spoke the Twilight from Kur-
rachee bound to Hongkong.The British steamer King Richard re-
ports: Moderate winds from South to
S. W. with fine weather and smooth water
throughout.The Spanish steamer Zamboanga re-
ports: Fine weather throughout the passage—14
days' steaming from Cooktown to Hong-
kong. Had one death on board, Mr. Mur-
ray, late 2nd Engineer of S. S. Gunja.

CARGO.

Per Cathay, sailed 14th July, 1877:—

For London: from Shanghai, 2,703 boxes,
1,449 half-chests and 4 chests Tea, and
212 bales Raw Silk; from Kuklakang, 557
half-chests Tea; from Amoy 1,256 chests Tea; from Amoy
301 half-chests Amoy Oolong (12,397 lbs.)
from Macao, 972 boxes Scented Or. Pekoe
(20,412 lbs.); from Canton, 3,957 boxes Sc.
Or. Pekoe (74,947 lbs.), 10,461 boxes Sc.
Caper (210,127 lbs.), 255 boxes Congou
(5,100 lbs.), 120 boxes Raw Silk, and 3
cases Sili Pice Goods; from Japan, 114
bales Raw Silk; from Shanghai, 47
bales Raw Silk, and 10 bales Waste Silk;
from Japan, 45 bales Raw Silk. For Boston:
from Shanghai, 1,332 boxes and 2,175
half-chests Tea.

POST OFFICE NOTIFICATIONS.

MAILS will close:—

For SWATOW, AMOY & FOOCHOW.—
Per DOUGLAS, at 11.30 a.m. To-mor-
row, the 18th inst.

FOR SHANGHAI.—

In Pickwick, Thie & Co. He was a fine young fellow and a general favourite. He served with great gallantry through the entire Franco-German war without receiving a wound, and came out here a few years since, only to fill a lot in the Protestant Cemetery. His funeral was the largest ever seen in Bangkok, and the most impressive I have ever seen anywhere. The body was placed in the centre of a boat, draped with the German ensign, and towed slowly down the river. Then came the State barges of the German and British Consulates, with their long arrays of native paddlers on either side. Then the boats of the United States, the French, Dutch, Italian, &c., following close behind, all with their ensigns half-mast. Then an innumerable number of boats containing friends and acquaintances, all in single line moving slowly down the Chao Phraya, the cars moving in mournful cadence, and emblems of mourning being displayed on every side.

There has been so far very little rain, and the weather is unusually hot and there is much sickness. The Mangosteens this year have been very scanty, and nothing like those of the previous seasons. They are quite gone now, and the market is almost entirely bare of fruit, showing how much the country requires moisture.

SUPREME COURT. IN SUMMARY JURISDICTION. (Before His Honour Mr Justice Snowden.)

41st June, 1877.

THE LAW OF TENANCY. Walkinshaw and others v. The Borneo Co., Limited, \$540.

His Lordship now delivered the following judgment:—The plaintiff, the managing partner of Turner & Co., seeks to recover in this action \$540, being the amount of three months' rent for premises at No. 39, Queen's Road, Victoria, lately occupied by the defendants. Up to May, 1876, the defendants had held these premises under a lease from the plaintiff's firm. Negotiations for a continued occupation had been carried on, and on March 6th, 1875, Mr Ryrie, the then managing partner of Turner & Co., wrote a letter to Mr Nicaise, the managing partner of the defendants' Co. in the following words:—“Hongkong, 6th March, 1875.—My dear Nicaise,—Although your offer of \$180 a month (we paying Taxes) for the premises you now occupy is a very low one, I agree on behalf of my firm to accept it, the term to be one year, certain from 1st May next.—Yours truly, P. Ryrie.” This is the only agreement of which there is any evidence between the parties. Under this agreement the defendants, at the expiration of their term in April, 1876, remained in occupation until, on January 26th, 1877, they gave the plaintiff one month's notice to quit at the end of February. On 20th January plaintiff wrote to the defendants claiming three months' notice of their intention to quit. In a letter of the same date Mr Nicaise writes denying the plaintiff's right to claim three months' notice, and says: “On the 6th March, 1875, you agreed to a monthly lease, fixed for a term of twelve months which expired on the 30th April last. We are thus monthly tenants, and are therefore not compelled to give you more than one month's notice,” &c. I do not find that the plaintiff controverted this view in any other communication until February 14th. On February 12th the plaintiff advertised the premises in the *Daily Press*, as follows:—“To let, the premises No. 39, Queen's-road, at present in the occupation of the Borneo Co.—Apply to Turner & Co.—Hongkong, February 7th, 1877.” On February 14th, plaintiff again wrote to the defendants:—“We beg to inform you that you never were monthly tenants, and we claim three months' notice from 1st instant, or three months' rent.” I have referred particularly to the correspondence because from it the intention of the litigants must be obtained to enable the Court to interpret the agreement. This letter is dated Feb. 14th; the 1st instant would be March 1st. On what principle consistently, with their present demand of three months' rent ending April 30th, being a quarterly instalment of a yearly rent, this claim is made in the letter of February 14th, I am at a loss to understand. It is for the judge to interpret the written agreement, and I think that there can be no doubt that the premises were let for the term of one year certain at a rent of \$180 per month, and not as contended for by the defendants on a monthly letting for one year certain. Though this may at first sight appear a distinction without a difference, it will be important when the question of holding over, and the nature of the tenancy to be inferred therefrom, comes to be considered. The plaintiff contends on the other hand that the letting being yearly, a rule well known in English law must prevail, namely that on a holding over by a tenant on the completion of a term he must be considered to continue to occupy as a tenant at sufferance. Then when he had paid rent, or agreed to pay rent at the same rate as during the term, a new tenancy from year to year would be created upon the same conditions and stipulations as those contained in the expired lease or agreement, so far as they were applicable to a yearly tenancy. Finch v. Miller, 6 C.B. 428; Doe and Clarke v. Smardge 79 E. 57. Mr Brereton argued that on this principle the legal possession of the defendants must be held to continue to the end of February, 1878, and that the three months' rent sued for is only a quarterly instalment of the whole year's rent up to that date. But in truth there is no rule of law of the kind, absolute and inflexible. It is a matter of evidence of the intention of the parties.—Jones v. Shears, &c. R.E. p. 552; Mayor of Thetford v. Tyler, 59 E. p. 65; also Smith's Leading Cases, vol. 2, p. 86 57; Doe and Riggs v. Bell; Jones v. Shears is an authority that a tenant thus holding over does not necessarily become a tenant from year to year, unless something occurs to show the existence of such new contract. It is a question of intention to be decided by the Jury. Now it is impossible to maintain, as was argued, that the payment of rent every three months was a proof of an intention to renew the tenancy for a year with rent payable quarterly. It was collected quarterly for the convenience of the plaintiff. The evidence proves that there was no agreement, which means no mutual understanding between the parties on the point. The claim set up in the plaintiff's letter of January 26th of 3 months' notice only, and in that of February 14th of 3 months' notice or 3 months' rent from March 1st, 1877, looks very much indeed as if the

contention of the defendants were the true one, and that the plaintiff contemplated a tenancy from month to month to last for one year, and that they claimed a 3 months' notice on some grounds not in evidence. However, I do not so construe the letter of Mr Ryrie. I think he intended a tenancy for a year. Now there being no rule of law, and no evidence of a mutual agreement, the inference must be, I think, that at the expiration of the year certain, there was a tenancy at sufferance. The subsequent payment of the rent would convert the holding into whatever tenancy is implied by law, which means really by the custom of the country. In England, as Mr Brereton pointed out, this would be a tenancy from year to year, especially where a yearly rent is reserved. But even in England this may be controlled by the custom of the country or a county. See Cole on *Ejectment*, p. 249; Hutton v. Warren, 1 M. 2 W. p. 466—provided the custom is not excluded by express terms in the previous agreement. At Hongkong, as abundant evidence shows, the customary holding is monthly, terminable at a month's notice, and the law will imply that such a tenancy arises, there being no evidence of the intention of the parties to throw over the custom and continue a yearly holding (especially as the reservation of rent was monthly though collected quarterly). I think that for these reasons Mr Johnson's argument must prevail. The fact of the plaintiff advertising the premises is not alone of much weight. The language is too general; although connecting it with the claim in the letter of Feb. 14th of 3 months' notice from March 1st or 3 months' rent, it strengthens the idea that the plaintiff considered the defendants monthly tenants under an agreement to give 3 months' notice. The defendants paid into Court one month's rent up to the end of February 1877 on the issuing of the writ, and the plaintiff might have taken it out in satisfaction and put an end to the action. As however the question submitted to the Court is by no means an easy one, and it is one which for the satisfaction of both sides required a decision of a Court of law, I give a verdict for the plaintiff for the amount paid in, without costs on either side.

Mr Brereton appeared for the plaintiff, and Mr Johnson for the defendants.

Ten Tak Wing v. Ng Apo, 178 92.—His Lordship delivered judgment in this reheard case which had occupied the attention of the Court for four consecutive days. He reversed the former decision, and gave judgment now for the defendant.

Mr Holmes appeared for the plaintiff, and Mr Deunys for the defendant.

IN ORIGINAL JURISDICTION.
(Before His Lordship the Chief Justice, Sir JOHN SMALE, with a Special Jury.)

July 17, 1877.

A CLAIM ON A BUILDING CONTRACT.
Tdi Afat v. G. U. Sands, \$1,303.

This was a claim on a contract for the erection of a sea-wall and the reclamation of a piece of land at the defendant's Patent Slip at Belcher's Bay, West Point. The contract sum was \$1,400, and of this sum \$700 had been paid, leaving a balance of \$700, the rest of the claim being made up by a claim for extra work, making in all \$1,800. The defendant contended that the work was badly executed, and was ordered to be brought up at the expiration of his sentence to be charged with being a person dangerous to the peace and good order of the Colony.

MR HAYLAR, Q.C., instructed by Mr Brereton, appeared for the plaintiff, and The Hon. Attorney General, Mr George Phillips, instructed by Messrs Sharp, Toller and Johnson, appeared for the defence.

The following Special Jury was empanelled:—Messrs A. G. Romano, A. Newell, T. G. Williamson, F. D. Sassoon, W. H. Forbes, Charles Kahn, and E. R. Bellios.

The case for the plaintiff having been brought to a close, the Attorney General addressed the Court on behalf of the defendant. He said the question here was whether the sea-wall was properly built or not. The case for the plaintiff was that the work had been faithfully carried out, but that the design was so faulty that although the wall was properly built, yet it had broken down or rendered useless, the fault was not of the contractors but the designer for which the plaintiff was not responsible. The case for the defendant was that the wall was improperly built, that its present state was due to defective construction, and that if it had been faithfully built, it would have been standing now, and for many years to come. The work was not done to satisfaction, and the defendant wrote to the contractors stating that the wall required re-pointing and at that time the wall did not show signs of weakness. The re-pointing was not done, the defendant did not pay the balance, and from what he saw afterwards of the ruinous state of the wall, he refused to pay, considering that the plaintiff had received the value of his work by the payment of the first \$700. The defendant declined to pay when it was reported to him by a competent authority that the wall was not properly built. The question was whether the plaintiff had not got the full value for the work he had done; if not, whose fault was it? The fact was that the plaintiff really sub-contracted the work to other people and had left the work to the sub-contractors entirely. The sub-contractors were the men Captain Sands frequently saw at the work, and as regards the two men, Mr Baile and Mr Edwards, the plaintiff said he had constantly received directions from one only who would be called, the other having left the Colony. The evidence for the defence was that Captain Sands was the only man who gave all the directions. As regards the extra work, it was a mistake made by the contractors themselves and was never discovered until long after the completion of the contract and after litigation had commenced. There was no solicitation by the defendant for the extension of the wall, and he did not care to have it extended any further than the dimensions of the contract. The defendant had no use whatever for the extension; and it was really a mistake of the plaintiff that the wall was extended. As to the pointing in the wall, the object was to keep the stones together and to keep the water out, and although Mr Danby said it was satisfactorily done, Mr Alford, the contractor's own witness, said it was not.

Mr Neate was called to report on the work, and he reported against it; if he had reported in favour of it, the plaintiff would have been paid his money.

Capt. Sands was then called and gave evidence supporting the above statement.

Finally it was further adjourned till Thursday.

POLICE INTELLIGENCE. (Both Magistrates Sitting.)

April 17, 1877.

ASSAULTING POLICE.

Mark Ahim, a tailor, was fined \$2 for assaulting P. C. Yar Mahomed when the latter tried to arrest him at the Recreation Ground for being out without a pass. He was in company with another man on the Ground at 11 p.m. and when the policeman wanted to arrest them the other jumped over a wall. The defendant then resisted, and the other man came to his assistance, striking the Constable.

UNLAWFUL POSSESSION.
Lo Kum Fook, a boatman, was fined \$2 for having in his possession a quantity of root used for drying, for which he could not account. Fined \$2.

DISSECTED MEAT.

Hung Lin Kwai, a coolie, Chow Ayow, a cargo boatman, Lam Akong and Wong Lin Kat, boatmen, were brought up for having brought into the colony a quantity of diseased meat. P. C. No. 53, John Shaw, stated that he was on duty out of uniform at the wharf near Messrs Jardine, Matheson & Co.'s premises, and he saw a cargo boat coming alongside. A strong stench came from the boat, and he at once went on board to examine. He saw four quarters of a bullock, which was evidently in a diseased condition, and was stinking and unfit for human food. The 1st defendant claimed the meat to be his. He said the animal became diseased and he slaughtered it at Kow-loon-tong, in Ohness territory, and brought it over in the 2nd defendant's boat. The 2nd said his boat was hired by the 1st to convey the meat here; the 3rd and 4th were his employees. Fined, the 1st \$100 or three months' hard labour; the 2nd \$20 or one month's hard labour. The 3rd and 4th were discharged. The Constable was commanded for the discretion he shewed in this matter.

DISORDERLY.

Lee Anik, a shop-coolie, was charged with having gone on board the Macao steamer, *White Cloud*, from an improper gang-way and assaulting an employe on board. The defendant, instead of going on board by the gang-way on the side of the wharf, went in a boat and tried to get in at a gang-way where a lamp-trimmer was stationed to prevent people from boarding.

Fined \$5.

A ROGUE AND VAGABOND.

Fuong Ahok, a cook, went on the premises of the Government Central School for the purpose of stealing therein. He was sent to three months' hard labour as a rogue and vagabond, and was ordered to be brought up at the expiration of his sentence to be charged with being a person dangerous to the peace and good order of the Colony.

A NOXIOUS TRADE.

Chow Shun Sam, the occupant of house 250, Queen's Road Central, again appeared to answer the charge of being a noxious trade. The defendant, instead of going on board by the gang-way on the side of the wharf, went in a boat and tried to get in at a gang-way where a lamp-trimmer was stationed to prevent people from boarding.

UNLAWFUL POSSESSION.

Pang Ahing, a carpenter, was fined \$5 for having in his possession a sheet of iron, weighing about 100 lbs., stolen from the Spanish man-of-war *Patino*, now undergoing repairs at the Kowloon Docks.

DISORDERLY CONDUCT.

Soo Ahoi and Young Wan Shing, boarding house runners, were fined \$2 each for having gone on board the steamer *Thivilla* before she was moored this morning.

EXPORTATION BY COLOUR OF OFFICE.

The remanded case in which Chinese Police Constables Low Aohun and Ow Alan were charged with extorting money, 200 cash from Low Atee, the master of a coolie-house at No. 38, Nullah Street, came on again.

THE WAR.—ENGLISH NEUTRALITY.

(*Mitchell's Maritime Register*.)

A circular has been issued by the Board of Trade to the various Pilotage Authorities, requesting them to inform the Pilots within their jurisdiction that they are not to pilot ships of war for either belligerent, except in British waters within three miles of the shore, or do more than pilot such ships into or out of British Ports or roadsteads when they are not at the time engaged in hostile operations, but that ships of war in distress may always be plied out of impending danger, other than the danger of immediate or imminent capture. These instructions are conceived in the spirit of the Royal Proclamation of Neutrality, and are issued with the manifest purpose of preventing the subjects of Her Majesty interfering between the belligerents, so as to give any ground of complaint to either. The urgent necessity there is for a strict adhesion to this policy, and the risk which would attend any disregard of it, have been already pointed out. Unlike the state of things in previous wars when England has been neutral, when the dealing with belligerents—*i.e.* in tonnage for the transport of troops, in ships capable of conversion to purposes of war, in materials from which such ships might be constructed without delay, in warlike stores, arms, and ammunition—were left to the chances which might attend such ventures, the chances, namely, of ship-capture and forfeiture, the British Ship-owner, in the present war, must not deal with a belligerent in ships or in tonnage for employment in a transport service, or a like interdict is imposed on the supplies of war material. So resolute are the Government in applying the

provisions of the Foreign Enlistment Act, that a Turkish ironclad contracted for and built in this country before any war was imminent cannot now be delivered. The caution relating to the Pilotage of belligerent ships, which has occasioned these remarks, is the latest instance of the anxiety of the Government to show that no efforts on their part shall be wanting to preserve the neutrality of the country during the pending hostilities. In the war between Russia and Austria, and in the Franco-German war, our Pilots were free to take charge of the armed vessels belonging to either belligerent. But times have changed. The violation of neutrality has been found to be a costly, as well as a dangerous, business, and the Legislature a few years since determined to arm the Government of the day, whoever they might be, in the event of war breaking out, with power to compel the observance of strict neutrality on the part of Her Majesty's subjects. We do not object, because the precarious gains resulting from running blockade and supplying contraband of war to belligerents were but a poor set-off against the heavy losses involved in such ventures. It is clear, from the course which both Turks and Russians have pursued since the outbreak of the war, that each belligerent is resolved to prevent, so far as he can do so, any trading whatever with the other. This may arise from strategic reasons, or from the intensely vindictive spirit which mutually animates the combatants; but, from whatever cause arising, the effect is the same so far as neutrals are concerned. There are two ships lying now in Constantinople, having been compelled to land and warehouse their cargoes—general cargoes and innocent merchandise—the only excuse for this high-handed treatment being, that the goods were destined to an enemy's Port under blockade, while the goods were shipped and the vessels had sailed from their Port of departure—Liverpool—before the blockade of the Russian Ports had been set up. The 1st defendant claimed the meat to be his. He said the animal became diseased and he slaughtered it at Kow-loon-tong, in Ohness territory, and brought it over in the 2nd defendant's boat. The 2nd said his boat was hired by the 1st to convey the meat here; the 3rd and 4th were his employees. Fined, the 1st \$100 or three months' hard labour; the 2nd \$20 or one month's hard labour. The 3rd and 4th were discharged. The Constable was commanded for the discretion he shewed in this matter.

AUSTRIA, ITALY, GERMANY AND FRANCE.

Austria has a population of 36,000,000, with an army of 964,000, the peace establishment being 250,000 men, armed with the Werndl rifle, and a converted rifle resembling the Belgian Braendlin-Albinis are found with the reserves. The navy consists of twelve ironclads and 165 other vessels, the majority being steamers. Two of the former are 9000 tons burden, armed with heavy Krupp guns, capable of being fired in every direction; have shell-proof decks, and armor of 12 inches thickness. The lesser vessels are also strongly plated, and carry 12 to 16 guns each, throwing projectiles varying from 150 to 400 pounds in weight. The seamen and marines number about 34,000. The whole is under the command of August Hobart, formerly of the British Navy. The revenue is \$95,000,000, while the debt amounts to over \$1,200,000,000.

ITALY.

Austria, Italy, Germany and France.

Austria has a population of 25,000,000, an army of 203,000 on a peace footing, capable of being raised in time of war to 871,800. The navy is made up of 17 ironclads and 60 steamers and sailing vessels, and possesses the only 100-ton gun at present in use. The revenue is something over \$25,000,000, and the debt \$1,660,000,000.

Germany, including Alsace-Lorraine, has a population of over 41,000,000, and by her system of universal service can muster an army 1,264,998, made up as follows:

Regular army, 596,269; reserve, 280,343,

and the garrison army, 378,366. The peace footing is about 355,700, out of which 68,800 are cavalry and 45,500 artillery, with 1134 guns, capable of being increased, in war time to 108,400 cavalry, 140,000 artillery, and 2238 guns. The navy consists of eight ironclads, of the first class and 60 or 70 other vessels. (Baron Henry de Worms was the German ironclad fleet down at 8 steamers.)

France with its population of 36,200,000 returns an army of 1,430,000. This includes the active army and the reserves, but not the territorial army. The first consists of 510,000 at present serving with the colots, to be raised in the event of war to 920,350, the remaining 400,000 being in reserve and at the depots. The territorial army consists of all men from 35 to 45 years of age, and gives a further reserve of about 500,000. At present, according to Baron Henry de Worms, the French navy can muster 63 ironclads and 366 other vessels; if this return is correct, then the ironclad fleet has been doubled within the last five years. The size of the French army is the Chassepot, but several other breech-loaders are at present being experimented with before a small-arm Committee, with a view to exchange. The revenue very nearly reaches \$500,000,000, while the debt amounts to \$4,500,000,000.

ENGLAND'S STRENGTH.

Great Britain and Ireland have a population of 32,500,000, a revenue of \$397,126,100, and a debt of \$3,877,950,000, while the population of the British Empire amounts to 254,500,000, and a revenue and debt respectively of \$752,300,000, and \$4,650,000,000. On paper the military

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ON SATURDAY, the 21st July, 1877, at Noon, the Company's S. S. *ANADYR*, Commandant MOREAU, with MAILS, PASSENGERS, SPECIE, and CARGO, will leave this Port for the above places.

Cargo and Specie will be registered for London as well as for Marseilles, and accepted in transit through Marseilles for the principal places of Europe.

Cargo will be received on board until 4 p.m., Specie and Parcels until 3 p.m. on the 20th July, 1877. (Parcels are not to be sent on board; they must be left at the Agency's Office.)

Contents and value of Packages are required.

For further particulars, apply at the Company's Office.

H. DU POUHEY,

Agent.

Hongkong, July 10, 1877.

jy21

U. S. MAIL LINE.

PACIFIC MAIL STEAMSHIP COMPANY.

THROUGH to NEW YORK, via OVERLAND RAILWAYS, AND TOUCHING AT YOKOHAMA, AND SAN FRANCISCO.

THE U. S. Mail Steamer CITY OF PEKING will be despatched for San Francisco, via Yokohama, on FRIDAY, the 27th Instant, 1877, at 3 p.m., taking the Passengers, and Freight, for Japan, the United States, and Europe.

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A Steamer of the Mitau Eishi S. S. Company will leave Shanghai, via the Island Sea Ports, about same date, and make close connection at Yokohama.

At New York, Passengers have selection of various lines of Steamers to England, France and Germany.

Freight will be received on board until 4 p.m., 26th instant. Parcel Packages will be received at the office until 5 p.m. same day; all Parcel Packages should be marked to address in full; value of same is required.

Consular Invoices to accompany Overland Cargo should be sent to the Company's Offices in Sealed Envelopes, addressed to the Collector of Customs at San Francisco.

For security's sake, Shippers of Overland Cargo are requested to endorse on the Envelope the Marks and Nos. of Packages Shipped, to correspond with those in their Bills of Lading.

For further information as to Passage and Freight, apply to the Agency of the Company, No. 9, Praya Central.

RUSSELL & CO., Agents.

Hongkong, July 12, 1877.

jy27

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Hongkong, May 26, 1877.

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STEVEDORE,

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Hongkong, July 7, 1877.

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JAB. B. COUGHTRIE,

Secretary.

Hongkong, November 1, 1871.

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RESERVE FUND, £40,000."

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For Rates of Premiums, forms of proposals or any other information, apply to ARNHOLD, KARBERG & CO.

Agents Hongkong & Canton.

Hongkong, January 4, 1867.

A. MCIVER,

Agent of the Marine Insurance Co. of London.

Hongkong, February 16, 1877.

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CHINESE INSURANCE COMPANY. (LIMITED.)

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POLICIES granted at current rates on Marine Risks to all parts of the World. In accordance with the Company's Articles of Association, Two Thirds of the Profits are distributed annually to Contributors, whether Shareholders or not, in proportion to the net amount of Premium contributed by each, the remaining third being carried to Reserve Fund.

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Hongkong, January 1, 1874.

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GILMAN & CO.,

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To Let.

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INCORPORATED BY ROYAL CHARTER

of

His Majesty King George The First,

A. D. 1/20.

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Policies issued for long or short periods at current rates. A discount of 20% allowed.

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Policies issued for sums not exceeding £5,000 at reduced rates.

HOLLIDAY, WISE & CO.,

Hongkong, July 25, 1872.

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THE Undersigned Agents are in receipt of instructions from the Board of Directors authorizing them to issue Policies to the extent of £10,000 on any one first class risk, or to the extent of £15,000 on adjoining risks at current rates.

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HOLLIDAY, WISE & CO.

Hongkong, January 8, 1875.

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HOLLIDAY, WISE & CO.

Hongkong, October 14, 1872.

CHINA MAIL OFFICE.

INSURANCES.

NOTICE.

LONDON & ORIENTAL STREAM TRANSIT INSURANCE CO.

THE BUSINESS of this COMPANY has

This Day been Transferred to the MARINE INSURANCE CO., of 20, Old

BROAD STREET, LONDON.

By Order of the Proprietors,

WILLIAM HUNTER,

Secretary.

137, Leadenhall Street,

LONDON, July 1, 1877.

1st January, 1877.

THE MARINE INSURANCE CO.

20, Old Broad Street,

London, 1st January, 1877.

ESTABLISHED 1836.

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